Previous References.

File No.

Serial Nos. 1163, 1-12

Later References.

RESERVED

GENERAL AND REVENUE SECRETARIAT

Serial Nos. 67

Part B for 1945

SUBJECT

Agreement to be executed by the Mys. Spun Silk Mills Ltd. YES.

870/E

Letter No 1711 dated 26th July 1943 from the Chairman, the Mysore Spun Silk Mills Ltd stating that the agreement to be executed by the Mills in connection with their participation in ~~connection with~~ the Silk Filature Expansion Scheme may come into operation from the 1st October 1943, and ~~it~~ may be in force upto 30th June 1946, and requesting orders in the matter.

(The Chairman's letter is for

~~Reference~~ G.O. No D 5378-83/Fen 143-41-1 dated 17-2-43 the agreement shall extend to a period of three years from the date on which 30% of the basins come into operation or from 1st July 1943 whichever is earlier. The Mysore Spun Silk Mills wants the agreement to come into operation from 1st Oct 19

Law. Secy. may perhaps be consulted. The request is for orders.

Fen 143-41-12

The alteration suggested by Chairman may be accepted & the agreement drafted accordingly. The period of contract will be from 1.10.42 to 30.6.

28/7

Chief Secy)

Min, LSG) 3

30/7/43

Draft reply enclosed.

31.7.43

Minister urging

3/8/43 Not issued

2/8/43

CHIEF SECRETARY, 29 JUL 1943, GOVT MYSORE

OFFICE OF THE MINISTER FOR L. S. G. & P. H. Date 31.7.43 No. 869

The Chairman Mysore Sprng Silk Mills

D 851 4th August 43.

States that the alteration suggested by him is acceptable to Govt and requests him to execute the agreement accordingly

D 852 4th August 43.

Copy to the Special Officer S.E.E. Scheme.

Revised draft subd in connection with the letter of the Sp. Officer is also for perusal

Chief Sy) 5/8/43

CHIEF SECRETARY 6 AUG. 1943 MYSORE

Min R x L) 10/8/43

How can we accept this? The understanding was that the Govt's share would be paid only from the understanding

12/8

(For perusing Subm to the Min R x L) Draft letter subd for consideration 12/8/43

12/8

13/8/43 14/8

18/8/43 18

In the agreement the date of commencement of
Contract is shown as 1st July 1943 and
there is no definite mention how the Contract
would end on 30-6-1946. There is no
penalty attached if the Contract commences on
1st July 1943 as the agreement and even if finishes
Dismal at a later date.

The Company could have executed the agreement even
even though the company did not own the 40
of our Bilahis as the agreement refers to 60 bighas
and as the work done with mills steel was about
to discontinue.

To avoid all trouble and complications
the agreement as it stands has been executed by
Mrs Dunn with mills steel. As the 40 bighas, which
may either be included in this or the
a seperate agreement as 10 annas later may be
for executed.

I return the file herewith for further
necessary action.

Yours truly
H.O. Steel Deo
20.8.43

- Agreement to be executed by Mr. Jan Smuts and Mr
of Submitted his file to the writer for
H.L. personally as desired by Lyon and telegra
: position. The writer is not agreeable to
change proposed for the following reasons: -
- date of Commencement of Contract has nothing
do with the date on which the new basis
was into operation
the other Articles in both were in a similar
position when they executed the agreement. Th
have no building programme ready and they
have no definite idea as to when the
basis should come into operation.
- Mr. Jan Smuts were one of the three
in both who have originally made the
Agreement were and the name has been
altering and deary mentioned in the P.
in case which has been sent by way of Australia.
Article of date of Commencement of Contract
be 1 March 1941 would start ending
Contracts abandoned after 4 yrs of Australia as they
may let the ideal hope time has been
; something tiring about it. -

Agreement to be executed under Silk Filature

Continuation Sheet. 1 | Sericulture | File No. Current No. | 625 Exp angkian Sche Page. 3 | 5 22/42 3

A draft letter agreeing to the note of the Special Offr S.F.E. Scheme is put up for consideration, at Ag 23/8. with an alternative draft D.O.

Necessary alteration is made in the draft letter already approved & is submitted for orders (Chief Sec) Ag 24/8

Since then, the Chairman of the Mills saw me and said that he was not pressing the point about the period of contract commencing from 1st October 19 He has also executed the agreement today - accordingly.

Mr K R Srinivasan said he would be executing the indenture in the course of this week.

After perusal, with the executed agreements (Flag E Min R & L) Ag 26/8 UO 25/8/43 Ag 25/8

UO 26/8/43 The agreement has to be kept in safe custody Ag 27/8. Ag 27/8

OFFICE OF THE MINISTER FOR REVENUE & LAW 26 AUG 1943 No. 1312

Subs: Three agreements and three indents executed by (1) M/s The Lokapur Silk Filature Ltd. V. Narasipur, (2) M/s The Vellore Parachute Silk Co Ltd Bangalore; and (3) M/s Mysore Spun Silk Mills Ltd Channapatna - have been checked and sent to O/B. for safe custody today.

Ag 19/11 (Flag E) Ag 19.11.43

Agreement to be executed by the parties

Letter No. Fin. 201 dated 23.3.1942 from the Special Officer, S.J.E. Scheme, Bangalore, furnishing revised figures in respect of working capital and Rs 60 [illegible] of capital expenditure on the ~~Kali~~ Dilatory of Kaikaen Kali, ~~Bill~~ (from Rs 2,84,962 to Rs 4,13,000) and ~~consequ~~ resultant Capital Grant to ~~Karwar~~ Dilatory have also to be revised on the basis of the agt of the Govt Dilatory and that necessary revised agreements have to be obtained from the Private Dilatory in the light of the ~~a~~ modifications.

Submitted for perusal. Regarding points mentioned under ~~item~~ (a) (i) (ii) (iv), these have been incorporated in a consolidated Statement to be sent Govt of India in connection with the funds required for the working of the Expansion Scheme. Regd. (b)(iii), the ~~Co~~ Asst Controller of Enterprises (SIK) has been apprised of the Expenditure incurred upto 31.3.1941, under the Control scheme which is debitable to Govt of India. Further, the Govt of India ~~have~~ also ~~been~~ being intimated that the Cost of the Coconut control organisation etc has to be borne by them as already agreed to — and as decided ~~by~~ at the meeting on 28-3-1941.

Action has been taken in respect of ~~execution~~ of the agreements and mounting

executed by the three Private filatures in a modified form in view of the ~~proposed~~ part to be made on a/c of working capital etc on the revised basis (i.e.) from Rs 1000/- to Rs 1600 per basin.

Copies of the Indenture, agreement of the Vellore Paradise Silk by Mr Govindarama are placed below for reference.

Law dealtay may be consulted.

for orders.

15/4/44

18/4/44

7/4/44

6497-505/Seri 127-42-2 dated 2-6-1944

Submitted with the connection (Seri 127-42 leading to the waiving of Stamp and levied in respect of the document executed by the private filatures participating in the S.I.S.S. for reference.

20/6/44

The maximum limit of Capital expenditure has been enhanced to Rs 2000/- per basin from Rs 1400/- and the working capital from Rs 1000/- to Rs 1600/- per basin. Consequential alterations have to be made in the agreements indentures executed by the filatures participating in the Scheme. Exemption has been given from Stamp duty but the filatures had to pay registration charges. vide paras 60-64 of notes in the Seri coll^n 127-42 (1-2)

These alterations have to be effected, whether (a) by altering the figures in the existing documents or by adding appendices in suitable form. Whether stamp duty has to be levied & The (b) appendices have to be registered has also to be considered. Law Secy may be consulted

(Chief Secy)

To (c) For urgent remarks & return with corrections.

Sec'y (Law) (Stamps)

U/O 25/4/44

Pl 25/4

(a) Agreement & Ind Sheets to be amended that is by addn annexures. Then annexures to be registered. Stamp duty may be required on original documents

(b) The annexures to be drafted

U/O 25/4/44

(c) The A.G. may be requested & send the drafts of the required documents immediately

Secy (Law) 26/4/44

No 132/43 dated 26.4.44.

Submitted draft note copy of the agreement & Mysore Necessary Regs & returned herewith for 27.4.44 Noon 12.30 P.M.

Bowles
Asst Secy (Law)
26/4/44

Secy (Law) 26 APR. 1944 GOVT OF MYSORE

Secy (Stamps) 26 APR. 1944 GOVT OF MYSORE

Hand over to C. L. Gupta A.G. 27/4/44

G.O. No. 770 dated 26.4.44

G.O. No. 957 dated 27.4.44

We should not have executed the drafts of the original deed as

Memorandum of Alterations in the Agreement dated the 13th day of March 1963 made between the Govt. of H.H. the Maharaja of Mysore, represented by the Secy., Development Dept., ~~hereinafter called the First Party~~, and Vellore Peruchetty Silk Co., Ltd., represented by its President, Mr. V. Sundaramurthi.

Con account of the changed values of money, labour & materials the parties above ~~said~~ named hereby agree that the above-said agreement shall be read with the undermentioned alteration incorporated therein to:-

In clause (6) line (2) of the said agreement, for Rs.1000, read Rs.1600/-

---

Memo. of Alterations in the ~~Agreement~~ Indenture dated the 1st of April 1963 made between the Govt. of H.H. the Maharaja of Mysore, represented by the Secy. to Govt., Development Dept. and Vellore Peruchetty Silk Co., Ltd., represented by its President Mr. V. Sundaramurthy.

Con account of the changed values of money, labour & materials the parties above-named hereby agree that the above-said Indenture shall be read with the undermentioned alterations incorporated therein to:-

In clause (1) line 1 of the said Indenture, for the figure Rs.3,50,000/- read Rs.5,00,000/-, and in line 3 thereof, for the figure Rs.5,00,000/- read Rs.8,00,000/-

C.C. Encls.
A.G. 6/66

The A.G. has not understood
this ~~matter~~ matter
Returning Medical Report
Please advise

A draft is prepared
accordingly
Secy 3/28/4/66

Secy
26.4.66

approved by Law Secretary

36) Rs 80-65 are placed
as directed.

Chief Accounts Officer
Secretary) 3 29/4/44

We have issued instructions authorising payment of capital expenditure on the higher level of working capital at Rs 1600/- per basin - pending the execution of revised agreement & indenture.

The question of revising the cost of manufacture is now under discussion & a decision may be expected to be reached within the course of the next 10 - 12 days.

In the circumstances I think that both the documents may be finally revised in respect of all these matters after the above decision is received.

Min. Rs.) 37) [illegible] 4/5/44 4/5

OFFICE OF THE MINISTER
FOR WAR & LAW
5 MAY 1944
No. 6967.

WW 6/5/44

38) Mr/Secy Rs 3 6/5/44

Sent to the Supervisor
3 27/5

895

39) The manufacturing cost of per lb. of silk has been raised to Rs 6/- and draft of a Govt. in this behalf is subd. separately for approval. The decisions taking to manufacturing cost are as follows:-

(a) that the filatures would be paid manufacturing charges at Rs 6/- per lb. of silk supplied from July 1943 to end of June 1944;

(b) that the same rate would be paid provisi from 1.7.44 to end of Dec. 44 subject to final adjustmen on the basis of costing of an average filatu after examining the figures for the period & simila the element of manufacturing cost would be revised a six-monthly intervals thereafter on the basis of costi of an average filature;

(c) that the above rate would apply to all filatures whether they adopted re-reeling or not.

Sem
17/6/44. 40) Map to be taken up. Agani after fin Orders issue about Manufact Cost.

41) To 21/6/44

42) Govt Orders have been issued 26.7.1944.

Sem 28/7/44 43) Please put up a copy of this G of 26.7.44

To 29.7.44

44) A copy of G.O. No. D 664-7 | Seri 96-43-3 of 25.7.1944 is put up:

Sem 1/8/44 45) In favour of incorporating in the opt agreement & in addition, suggest in para 33, the ~~fourth~~ revision in Cost of manufacture as per G.O. of 25 (copy placed below)

Asst Secy (law) To 2/8/44

46 Submitted. As per orders in paras 36 & 37 supra, both the drafts mentioned in para 33 have to be finally revised. It is for orders whether this may be referred to the Advocate General for incorporating the necessary provisions of the G.O.C. d. 25-7-44 (Flag H) in the drafts or whether this may be attempted here alone.

MKH. 8.8. 8/8

47 Precedent Flag C, & precedent Flag G, are now to be modified, by incorporating therein facts agreed & between parties & formal amendments in G.O. Flag H, other than Flags F & E.

48 This may also be got done by the Associate General.

Law Secretary 3 10/8/44

No. P 18944 dated 10th August 1944 Cons 10-8-44

Ex pls & Sup mtr Cargo 5 Sc. 7000.67/44
Knock fare 1. for Jawan 3 — 8/10.8.
Rafts 3 Sc — Doc 5 under above.

Assistant Secretary (Law)
10/8/44

No. 680.2/44, 14.8.44

I have carefully gone through the drafts flagged and G and those flagged Ex E and F, but as I find -

that these two proceed on the footing of C and G being in force subject only to the changes noted in E and F, I see no necessity to re-draft C and G and I consider that two fresh agreements as per the drafts E and F may be prepared and signed by the parties therein mentioned.

51 As regards H, however, it is in the form of notes and I have prepared a draft agreement embodying the x terms thereof for which a separate agreement may be executed.

C.L. Smith 14/8/44
A.G.

H/14.8.44.

Agd
15/8/44

52 Hy H. terms have been embodied in Hy E1 agreement. Hy E1 & Hy F documents may be pre-executed.

Asst Secy)

3
2/9/44.

Agd
2-9-44

Asst Secy)
Secy GC)

3
2/9/44.

53 Dfts of agreement & indenture - Flags E1 & F are subs for approval.

1949 may be approved.

54 Copies of these may be sent to the Special Officer for verification & taking necessary action for having them executed for the Filatures.

(Please speak to me -)

WP 5/9/44

Chief Supt. Secy. Gen. 4/9/44

WP 6/9/44

1087 - S.R. [19]

58 Draft of a letter to the S.O. is put up for appl.

59 Please lay up

kem 11/9/44. To 12/9/44

60 Revised draft of a letter to the S.O. is put up as per instructions. As regards exemption from payment of stamp duty in respect of the documents to be executed by the Companies a Notifn. was issued hitherto in the Financial Branch (No. Fl. 5653/SF 21-42-2 dt 26.4.43) A similar notifn. will be have to be issued now also. After issue of the letter to the S.O. this file will be referred to the ~~Financial~~ Spl Rev. Branch for taking necessary further action.

kem 15/9/44 61 Issue & attend To 15/9/44

15/9

Letter No. D 56 dt 23.9.44 to the S.O. Sends copies of agreement & indenture for getting the same executed by the Silature companies.

D 57 dt 23.9.44 to the Compiler. Sends copies of the letter etc.

62 This file may now be sent to the Special Revenue Branch for taking necessary action (vide para 60 of the Notes)

kem 24/9 63 Asst Secy Spl Rev Br) To 25.9.44 ue.

64 ue 1.10.44

65 The Secretariat Section may be requested to kindly ~~furnish~~ State which are all the Cos. that are executing the revised agreements etc: in accordance with G.O. No. D. 664-7/Seri 96-43-32 dt 23.9.1944. Dr Sec 25.10 Spl & Rev Branch

Agreements to be executed by the Private Filatures

66 The Three Filature Companies are
1) The Mysore Spun Silk Mills, Ltd., Channapatna
2) The Mysore Silk Filatures, Ltd., T. Narasipur &
(3) The Vellum parachute Silk Company, Ltd., Lyndiadurg.

krm 26/10 (Spl. Rev. Branch)

67 Action was taken separately here and a Copy of Notfn. issued is placed below. The file may be returned to the Dte Br.

(Spl. Rev. Branch)
8/11 (68) 8/11

Subd. for perusal. Ref. paras 60 & 61 above

krm 13/11 (69) (1) Please enquire what action the S.O. has taken for getting the documents executed. This is a very important matter.

To 15.11....

Dfr reminder to the S.O. is put up.

krm 17/11 70) 20/11 17 MSS 20/4

D 3382. D 22.11.44.

'R'

Drft Reminder to the S.O. is put up. 71
4/12 6/12/44 12 Reminder

D 3754. draft sent to the S.O. S.T.E.S.

No. A647 dated the 11th Dec 44
from the S.O. J.E.S. Suggesting certain amendments
to the draft agreement and Indenture to be executed
by private filatures participating in the J.E.S.

2. The S.O. has proposed certain amendments
to the agreement and the Indenture.

3. Kind reference is invited to para 11 Supra.
& in as much as the question will be gone
into at the next meeting of the S.J.E. this
may await a decision at the said meeting.
~~may perhaps lie over till that time~~
decision may be awaited
(35/23/15 owSecy) CA 2411

4. For orders whether this may be submitted to
Hon'ble Secy
(35/12/3 13/3/45 Sir, There are no points for
orders except the one raised
in para 3 of the note. It is submitted
regarding this that the wording of
clause 14 of the agreement is sufficiently
general & elastic as to allow
Govt to obtain whatever accounts
& returns they want from the ~~Govt~~
filatures. No further elaboration
or addition of a clause suggested
by the SO appears necessary. He
may be asked to proceed ~~with~~ at
once with the executing of the agrem
& indentures as per this office

Agreements to be executed by the Private Sta

C. F. 69]

Continuation Sheet. Seri File No. / Current No. 30. of 43 Page.

letter dated 23.9.44

Chief Sy)

To 16/3/45

I agree.

Min 7x(S)

21/3/45

8 ✓

31/3

8 ✓ 31/3/45

8) Draft letter to the S/C d/f-ca

in pursuance of the aforesaid

Min. 2(W)

8) Departure

refused

D 6874 Dated 14.4.45

16, The Special Officer S.7.28.

Requests him to proceed at once with the execution of the agreement and indentures as per letter No. D56/Seri 30.43 dated 23.9.44 and submit a report

agreement come created by Private Parties

Continuation Sheet. Sec. File No. / Current No. 30 of 43 Page. 1

369-
8077
8137
Hc

From the Special Officer, No. E 986 d 22/6/48 states that Copies of revised agreement and indents have been sent to the Private Parties for execution.

D.O. letter No. E 1000 d 27/6/48 from the Special Officer urges approval of govt. for not proceeding with the executing agreement with Private Parties as the Contract betn. the govt. of India and this govt. is to be terminated on 31st August 1948.

Submitted for Perusal and orders.

Addl Secy
30/6/48

30/6

(1) Please ascertain why the details of discussions & ordered Minister referred to in the S.O. is not clear

Secy
3/7/48

(2) D/F D.O. letter to SO is put up.

Secy (over Secy's signature)
6/7/48

6/7

Agreement to be executed by private planters

Continuation Sheet. Secn File No. Current No. 30 of 43. Page 813 677

D 337 Date 10.7.45

To the S.P.E. Madras

Regret him to forward a note containing the deta discussions and the orders of the minister re: agreem to be executed by the private planters.

From the Special Officer, SIES. D.O. letter No. E 147 dt 21/7/45, stating that in view of the impending termination of SIES in the Nilgiris, it does not appear necessary to pursue the matter.

Submitted for perusal and orders.

This was discussed at the recent meeting of the S.F.E Committee also.

The formal revision of the agreement indentures may be necessary from the strictly legal point of view. Advances have been made at the two Capital expenditure & working capital at the revised rates of Rs. 1000/- and Rs 16 per basin respectively. Though according the agreement it is only Rs 700/- and Rs 1000/- per basin. Though the contract may be terminated with effect from 31.8.45 as now decided, instead of by the end of June 46 as originally agreed upon, the contract will have

15-30 pd 45

File No.

Continuation Sheet. Current No. Page

to the Tilahmes are fully repaid. In this view the revision of the agreements & indentures appears necessary. Subd for orders.

Addl Secy) To 7/8/45

Why not Consult Law Secy?

Addl Secy 8/8

Addl Secy (WS) To 9/8/45

Subd. and noting it is put up.

11.8.45

Dear Sir,

I am to refer to your letter No. [illegible] dated 31st July 1945 and to say that the Government have carefully considered the matter and have decided that the agreements executed by the Tilahmes should be revised as suggested in your letter.

No doubt, the Land Secretary will be addressed in this behalf. Meanwhile you may kindly let us know whether the Tilahmes are willing to execute the revised agreements. A draft of the revised agreement may also be furnished to us for approval.

Yours faithfully,

Secretary to Government

OFFICE OF THE MINISTER FOR PUBLIC WORKS
15 AUG. 1945
No. 1458

ADDITIONAL SECRETARY No. [illegible] Date. [illegible] GOVERNMENT OF MYSORE

To avoid complications & ambiguity it is advisable to have a formal agreement clarifying the terms of lease and future obligations

Addl Secy 14/8/45

Minister (PW) 14/8/45

ADDITIONAL SECRETARY No. [illegible] Date. [illegible] GOVERNMENT OF MYSORE

Revision of agreement with the Private sterling. 6

General and Revenue Secretariat | File No. Com 30 of 1943. | [App. F. III–2

Serial No.

Draft letter to SC is put up for approval

23/8

Issued No 1748 D/ 15.9.45 to the S.C.s requesting to take necessary action immediately for revision of the agreement & indenture with filatures participating in the Expansion Scheme

Sec.

B

4/10.

The Mysore Spun Silk Mills, Ltd.

L. ADDRESS: "SPUNSILK"
DE USED: BENTLEY'S SECOND

PHONE: 0-11.

CHANNAPATNA
(MYSORE STATE)

f. No. 1711

Dated 22nd July 194

Seri. 30-43-1

The Chief Secretary to the Government of
His Highness the Maharaja of Mysore,
Bangalore.

Dear Sir,

Re. Agreement to be executed under the Pilot Industries Scheme-Government of India.

I invite reference to the draft of the agreement given to Government Order No. D 577-SSI-41, dated the 17th May and to state that it is essential that the agreement shall extend a period of 7 years from the date on which 75 per cent of the basin which we have up by the Government for the Government India come into operation, or from 1st July 1942 whichever is earli

We have entered into contracts for the Scheme and the buildings of the Spun Silk Mills, have come up to the roof level and it will be another two months to have the plant in working order. We have just received quotation for steel. The manufacture of the remaining items is also expected to be completed by the end of October and we hope to start work in the Mills from 1st October 1942.

In these circumstances, the stipulation mentioned in clause 2 of the draft agreement referred to above will have to be suitably altered and we request you to kindly obtain orders of Government to alter the same as follows, and then execute the agreement.

"(1) THIS AGREEMENT SHALL COME INTO FORCE ON THE 1ST OCTOBER 1942, AND SHALL CONTINUE TO BE IN FORCE FOR SEVEN YEARS."

We do hope you will kindly obtain the orders of Government to this alteration to enable us to execute the document.

Yours faithfully,

Chairman

DEPARTMENT OF SERICULTURE.

800

Office of the Special Officer,
Filature Expansion Scheme,
United India Buildings,
Bangalore City, 31st July 1943.

CHIEF SECRETARY TO GOVT. OF MYSORE
3 1 AUG. 1943

To

V. Vedavyasacharya, Esq., B.A.,
Chief Secretary to the
Government of Mysore,
Bangalore.

822

Sir,

Re. agreement to be executed under the Filature Expansion Scheme by the Mysore Spun Silk Mills, Ltd., Channapatna.

I have the honour to invite reference to letter No. 1711 dated 23rd July 1943 addressed to you by the Chairman, of the Mysore Spun Silk Mills, Ltd., Channapatna, requesting that the date on which the agreement to be executed by the Company comes into force might be noted as 1st October 1943 instead of as 1st July 1943. A copy of the letter was received by me on 29th July 1943.

I feel that there is no harm in agreeing to the suggestion of the Chairman as the period of the contract will not go beyond three years i.e. beyond 30th June 1946.

The Company will have, however, to execute another agreement that the silk produced in the existing basins (40 basins) will be made available to the Government of Mysore for supply to

to the Government of India from 1st July 1943 to end of June 1946 on the same terms and conditions that apply to the 160 basins that would be put up under the Expansion Scheme.

I have the honour to be,
Sir,
Your most obedient servant,

Special Officer.
31/7/43.

DEFENCE SECURITY CENSORSHIP CERTIFICATE

INDIAN POSTS AND TELEGRAPHS DEPARTMENT

CHIEF OFFICE 19 AUG 1942

This form must accompany any inquiry made respecting this telegram.

Charges to pay. Rs. As.

Office Stamp.

Handed in at (Office of Origin)	Date.	Hour.	Minute.	Service Instructions.	Words.

TO

Recd. here at H. M.

Please expedite execution agreement stop payments are delayed owing non execution agreement addressed Chisee Bangalore stop

Note.—The name of the Sender, if telegraphed, is written after the text.

Eden Press, Calcutta—No. 375 (5170/B-241)—12-2-42—1,50,000 Bks.

The connected file was given to Mr. H.S. Govinda Rao in order yesterday; the return of the file may be awaited.

Subd for orders.

1918.

29/8

The Mysore Spun Silk Mills, Ltd.

(FACTORY: CHANNAPATNA)

ASABHABHUSHANA DIWAN BAHADUR
K. R. SRINIVASIENGAR, M.A.,
(RETIRED MEMBER OF MYSORE EXECUTIVE COUNCIL)
CHAIRMAN.

FIFTH ROAD, CHAMARAJPET
BANGALORE CITY

Date 25th September 43

70 BA

2294

Dear Sir,

I send herewith the Indenture executed by me in connection with the Filature attached to the Mysore Spun Silk Mills Ltd., at - Channapatna, after getting it registered in the Office of the District Registrar of - Bangalore. The receipt of it may be kindly acknowledged.

Yours sincerely,

K R Srinivasa Iyengar

SECRETARIAT
26 SEP 1943
OF M. SPUN

The Chief Secretary
to the Government of His Highness
The Maharaja of Mysore, BANGALORE.

KRS/TVS
Enc: Indenture

DEPARTMENT OF SERICULTURE.

2619 TO MINISTER INDUSTRIES & SUPPLIES
NOV 1943
No. 2449

Office of the Special Officer,
Filature Expansion Scheme,
162, Vanivilas Road, Basavangudi P.O.
Bangalore dated 3rd November 1943.

To

V. Vedavyasacharya, Esq., B.A.,
Chief Secretary to Government of Mysore,
BANGALORE.

Sir,

I have the honour to state that the President of Messrs. Vellum Parachute Silk Co., Ltd., has informed me in his letter dated 29-10-1943 that the Registered Head Office of the Company has been shifted from Bangalore to Goribidnur and has requested me to address all future communications to the Company to Goribidnur.

I have the honour to be,
Sir,
Your most obedient servant,

Special Officer.

Seri
4.
UO
for perusal.
Min R & L)
CNR)

Ans.

The main file bearing no-3919-4038-5415-5572 has already been subs. (before the C.S. on 6/11)

Seri 96-43-2.

6267

Telegrams : "FILEX"
Telephone : 2256.

GOVERNMENT OF MYSORE.

DEPARTMENT OF SERICULTURE.

Mr. H. S. GOVINDA RAO, B.A.,
Special Officer.

OFFICE OF THE SPECIAL OFFICER,
SILK FILATURE EXPANSION SCHEME IN MYSORE,
No. 162, VANI VILAS ROAD.

Basavangudi P. O, dated. 23rd March 1944

SECRETARIAT Seri 29. MAR. 1944 MYSORE.

To

V. Vedavyasacharya, Esq., B.A.,
Chief Secretary to Government of Mysore,
BANGALORE.

Sir,

With reference to your letter No.5767 Seri 96-43-17 dated 6-3-1944, regarding the enhancement of advance towards working capital to the Private filatures and calling for certain particulars, I have the honor to state as follows :-

a) A statement showing the disposal of the sum of Rs.10,85,000/- advanced by the Government of India both by the Comptroller prior to 1/9/1943 and by me after opening the Personal Deposit Accounts in my name from that date has already been furnished with my unofficial No. 29 dated 4.3.44.

i) The amounts that have to be further obtained from the Government of India taking into consideration the enhanced rate of working capital from Rs.1,000/- to Rs.1,600/- is Rs.~~8,76,000~~/- (1,460 basins X 600). This amount may be claimed in addition to the sum of Rs.15,07,487/- referred to in this Office letter No.3987 dated 1/2/1944.

ii) The entire cost of training the labour and supervisory staff necessary for working the Government Filature, at Kankanhalli will be borne by the Government of India and the amount sanctioned on this account is Rs.8,924/- per mensem according to Government Order No.D 258-59/ Seri 151-42-2 dated 10-7-1943. The cost on this account is being provisionally met out of the working advance of Rs.2,00,000/- given by the Government of India.

(iii) The increased cost due to additional staff and other expenditure sanctioned under the Special Organisation including Cocoon Control which is intimated separately in this Office letter No Fin 195 dated 23/28-3-44 is recoverable from the Government of India by adjustment through the exchange accounts.

(iv) The expenditure in capital works at Kankanhalli originally estimated at Rs. 2,84,962 is expected to increase to Rs. 4,13,100 (vide my letter No. 4047 dated 4-2-44 The contribution towards capital expenditure to Private Filatures may also have to be increased correspondingly. The extra amount required from the Government of India on these accounts will be separately intimated, after the revised estimates of capital expenditure at Kankanhalli Filature are ready and approved by Government.

c. The Indenture and the Agreement ~~entered~~ executed by the Private Filatures would require modification so as to provide for the enhanced working capital and its repayment, etc., and I request that the Law Secretary may be kindly consulted as to the form in which the necessary documents should be got executed. I may also be kindly informed if payments may be made provisionally to the Private Filatures pending modification of the Indenture and Agreement.

I have the honour to be,
Sir,
Your most obedient servant,

SPECIAL OFFICER.

23/3/44.

23.3.44

AGREEMENT MADE THIS

between the Government of His Highness the Maharaja of Mysore represented by the Chief Secretary to Government, hereinafter called the First Party and Vellum Parachute Silk Company, Limited, having its registered office at Manickavelu Mansion, Palace Road, Bangalore City, represented by its President Mr.V.Sundara Murthi, hereinafter called the Second Party.

WHEREAS the second party has requested the First Party to enhance the working capital agreed to be given by the First Party to the 2nd Party, and to revise the manufacturing charges for Silk agreed to by the parties, in the agreement executed between the parties on 18-3-43, and as the level of prices has steadily increased since 18-3-43 the parties after arriving at a settlement between themselves, have agreed to the enhancement of the working capital and to the revision of manufacturing charges, mentioned in the aforesaid agreement dated 18-3-1943, to the extent and under the terms and conditions mentioned hereunder.

NOW THESE PRESENTS WITNESSETH:

(1) THAT the Ist party agrees to provide to the 2nd party with the working capital, subject to the maximum of Rs.1,600/- per basin, instead of Rs.1,000/- per basin as agreed to by the parties in the agreement dated 18-3-1943.

(2) (a) THAT the 2nd party would be paid manufacturing charges at Rs.6/- per Lb for all silk supplied from July 1943 to the end of June 1944;

(b) THAT the same rate would be paid to the 2nd party provisionally from 1-7-1944 to the end of Dec-ember 1944 subje to final adjustment on the basis of costing of an average filature after examining the figures for the period.

(c) AND THAT the manufacturing cost would be revised similarly at six months intervals thereafter on the basis

basis of costing of an average filature;

(d) ~~AND~~ THAT the above rate ~~would~~ be held to apply to all filatures whether they adopted re-reeling or not;

(e) AND THAT the price of cocoons for calculating the price of silk on the standard renditta of 18: 1 ~~should~~ be the controlled price for standard quality cocoons prevailing in the month in which the silk is delivered.

(3) THAT Clause 5(b) of the agreement dated 18-3-1943 ~~should~~ be modified to the extent noted in clauses (2)(a) to 2 (d) of this agreement and that clause 2(~~e~~) noted above ~~shall~~ be read along with clause 3(a) of the 18-3-43 agreement.

(4) THAT except for the aforesaid changes all the other terms and conditions of the Agreement dated 18-3-1943 remain unaffected and continue to be binding on the parties.

(5) And THAT the parties agree to read the agreement executed between them on 18-3-43 along with the terms agreed upon by them and incorporated herein as if the terms of this agreement formed part and parcel of the agreement dated 18-3-1943.

IN WITNESS WHEREOF:

h
2/9/44

Indenture 3/

This Indenture.....

between the Government of His Highness the Maharaja of Mysore represented by the Chief Secretary to Government hereinafter called the Government of the First Part and Messrs. Vellum Parachute Silk Company, Limited, having registered office at Manickavelu Mansion, Palace Road, Bangalore City, represented by Mr.V.Sundara Murthy its President, hereinafter called Borrower which expression shall include successors in the interest, Representatives and Assignees of the Company of the Second Part.

WHEREAS the Borrower has executed a deed of Indenture dated 1st April 1943 in favour of the Government which has been registered as..... in pursuance of the agreement executed between the parties on 18th March 1943 and registered as..... and whereas the Borrower and the Government have executed a further agreement on / /1944, enhancing the working capital to be advanced by Govt. from Rs.1,000/- per basin to Rs.1,600/- per basin and renewing the usual factory charges and whereas in pursuance of the said latter agreement, Government have agreed to enhance the working capital of Rs.5,00,000/- mentioned in the Indenture dated 1-4-43, to Rs.8,00,000/- and whereas the maximum limit of the Capital expenditure calculated as per the terms mentioned in Clause 5 of the Agreement dated 18th March 1943 referred to above has since been revised to Rs.2,000/- per basin approximately and whereas in pursuance of the said revised estimate Government have agreed to enhance the capital expenditure provided and mentioned in the Indenture dated 1-4-43, to Rs.3,50,000/- calls for, G.C. advanced by Govt. to Rs.5,00,000/-

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

THAT ~~in pursuance of the agreement executed between the Borrower and the Government on..... and in pursuance of the revised capital expenditure which now comes up to Rs.2000/- per basin and~~ in consideration of the further sum of Rs.1,50,000/- over & above the sum of (~~In addition to~~ Rs.3,50,000/- ~~mentioned~~ provided in the Indenture dated 1st April 1943) towards Capital Expenditure and a further sum of Rs.3,00,000 (over & above the sum of ~~in addition to~~ Rs.5,00,000/- mentioned in the Indenture dated 1st April 1943) towards working Capital to be placed at the credit of the Borrower, by advancing in stages according to the progess of work and on the application of the Borrower, the Borrower hereby agrees and covenants with the Government that the Borrower will repay to the Government the amount advanced towards the Capital Expenditure together with interest thereon at three per cent per annum, in five equal annual instalments, the first instalment falling due at the end of twenty four months from the date of disbursement of ~~this~~ first instalment of the loan, and that the borrower will repay to the Government the entire sum or such smaller sum as may have been advanced by the Government towards the working capital, not later than 30th June 1946. Interest at half per cent more than the Reserve Bank rate, per annum, on the actual monthly outstandings shall be paid once a year

As security for the amounts thus advanced to the Borrower and for the repayment of the debt due under this Indenture the Borrower doth hereby assign to the Government by way of Second Mortgage all the several chattels, machinery and things or any other property or plant or machinery which the Borrower has constructed or set up or shall hereafter construct or set up with the premises of.....

and which are fully described in the schedule given under the Deed of Indenture dated 1-4-1943 under which the first mortgage was created and also in the schedule herein below given.

The Borrower further agrees and covenants that all properties moveable and immovable, in whatever stage or process or wherever situated, being assets brought into existence under the agreement referred to shall stand charged to Government by way of second mortgage and that all benefits rights and claims pertaining to the charged properties which shall from time to time accrue to the benefit of the Borrower shall also be similarly charged to Government by way of mortgage as security for repayment of monies advanced by the Government to the Borrower under this Indenture.

Government as follows:-

(a) That he will keep all the said chattels, machinery and things hereby mortgaged duly insured against loss or damage by fire or accident, as also in respect of war risks, as may be prescribed under the War Risks Insurance Acts and will make all payments required for such purpose in time and as they become due.

(b) The Borrower shall submit to the Government regularly and without default half-yearly statements duly certified by a Registered Accountant or Auditor showing in detail the distribution of the floating assets of the concern according to the books of accounts.

(c) If the Borrower shall make default in payment of the aforesaid sums of money or any part thereof or any interest due thereon as stated above, as and when they become due and payable, or in the due performance of the covenants contained herein, then it shall be lawful for the Government to claim repayments of the sum due under this indenture either in instalments or in one lump sum, and the Government may after giving not less than thirty days' notice to the Borrower, take possession of the said plant and machinery and assets described in the schedule hereto and which are charged under this indentu

unless the amounts due are sooner paid, or unless the Governm for reasons shown grants time for payment, and the Government shall, after taking such possession, be entitled to sell all or any portion of the same by public auction after giving not less than 15 days' notice to the Borrower and to appropri the sale proceeds towards any amounts due and outstanding under this indenture and to recover from the Borrower the balance still due, if any.

(d) The Borrower hereby covenants with the Government that he has a perfect title to mortgage the said chattels, machinery and things in favour of the Government and that there are no encumbrances, charges, claims, demands, etc., of whatsoever description or nature to, in, or over, and

The Borrower hereby further covenants with the Governme that he will do no act in the way of creating encumbrances or otherwise which may detrimentally affect his full and perfect title to the properties which shall stand charged as security for the loan and advance under clauses 2, 3 and 4 above.

(e) Notwithstanding anything contained herein, the Borrower shall have the right to repay to the Government the entire amount due under both the heads of advance either in one lumpsum or in fewer instalments than those stipulated

stipulated herein.

Notwithstanding anything contained herein, the Government shall be entitled to recover all the amounts due hereunder or any portion thereof as if it were an arrear of Land revenue.

AND FURTHER all the provisions and the terms of the agreements dated 18-3-43 and the Indenture dated 1-4-43, executed by the parties shall extend and be applicable to this Indenture and continue to be binding on the parties, and further the properties detailed in the schedule to the aforesaid Indenture dated 1-4-43 and also mentioned herein under the schedule, shall stand charged and be a further security for the amounts due by the Borrower to the Government under this Indenture.

IN WITNESS WHEREOF the Borrower has set his hand the day and year first above written.

AGREEMENT MADE THIS . . . . . .
between the Government of His Highness the Maharaja of Mysore repre by the Chief Secretary to Government, hereinafter called the First and Vellum Parachute Silk Company, Limited, having its registered o at Manickavelu Mansion, Palace Road, Bangalore City, represented by President Mr.V.Sundara Murthi, hereinafter called the Second Party.

WHEREAS the second party has requested the First Party to enha the working capital agreed to be given by the First Party to the 2n Party, and to revise the manufacturining charges for Silk agreed to the parties, in the agreement executed between the parties on 18th 1943, and as the level of prices has steadily increased since 18th March 1943 the parties after arriving at a settlement between thems have agreed to the enhancement of the working capital and to the re sion of manufacturing charges, mentioned in the aforesaid agreement the 18th March 1943, to the extent and under the terms and conditio mentioned hereunder.

NOW THESE PRESENTS WITNESSETH:

(1) THAT the 1st party agrees to provide to the 2nd party with the working capital, subject to the maximum of Rs.1,600 per basin, instead of Rs.1,000 per basin as agreed to by the parties in the agreement dated the 18th March 1943.

(2)(a) THAT the 2nd party be paid manufacturing charges at Rs.(per lb for all silk supplied from July 1943 to the end of June 1944.

(b) THAT the same rate be paid to the 2nd party provisionall from 1st July 1944 to the end of December 1944 subject to final adjustment on the basis of costing of an average filature after exan ing the figures for the period.

(c) AND THAT the manufacturing cost be revised similarly at monthly intervals thereafter on the basis of costing of an average filature;

(d) THAT the above rate be held to apply to all filatures whether they adopt reeling or not;

(e) AND THAT the price of cocoons for calculating the price of silk on the standard renditta of 18: 1 be the controlled price fc standard quality cocoons prevailing in the month in which the silk i delivered.

(3) THAT clause (b) of the agreement dated the 18th March 1943 modified to the extent noted in clauses (2)(a) to 2 (d) of this agre ment and that clause 2(e) noted above be read along with clause 3(a) of the agreement dated the 18th March 1943.

(4) THAT except for the aforesaid changes all the other terms a conditions of the Agreement dated the 18th March 1943 remain unaffec and continue to be binding on the parties.

(5) AND THAT the parties agree to read the agreement executed between them on 18th March 1943 along with the terms agreed upon by them and incorporated herein as if the terms of this agreement form part and parcel of the agreement dated the 18th March 1943.

IN WITNESS WHEREOF:

***

HSSV/5.

For Chief Secretary to Govt

This indenture between the Government of His Highness the Maharaja of Mysore represented by the Chief Secretary to Government hereinafter called the Government of the First Part and Messrs. Vellum Parachute Silk Company, Limited, having registered office at Manickavelu Mansion, Palace Road, Bangalore City, represented by Mr. V.Sundara Murthy its President, hereinafter called Borrower which expression shall include successors in the interest Representatives and Assignees of the Company of the Second Part.

WHEREAS the Borrower has executed a deed of Indenture dated 1st April1943 in favour of the Government which has been registered as in pursuance of the agreement executed between the parties on 18th March 1943 and registered as..... and whereas the Borrower and the Government have executed a further agreement on . . . 1944 enhancing the working capital to be advanced by the Government from Rs.1,000 per basin to Rs.1,600 per basin and revising the manufactury charges and whereas in pursuance of the said latter agreement, Government have agreed to enhance the working capital of Rs.5,00,000 mentioned in the Indenture dated the 1st April 1943 to Rs.8,00,000 and whereas the maximum limit of the Capital expenditure calculated as per the terms mentioned in Clause 5 of the Agreement dated the 18th March 1943 referred to above has since been revised to Rs.2,000 per basin approximately and whereas in pursuance of the said revised estimate Government have agreed to enhance the capital expenditure of Rs.3,50,000 provided and stipulated for, to be advanced by Government by the Indenture dated the 1st April 1943 to Rs.5,00,000.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

THAT in consideration of the further sum of Rs.1,50,000 over and above the sum of Rs.3,50,000 provided in the Indenture dated the 1st April 1943 towards Capital Expenditure and a further sum of Rs.3,00,000 (over and above the sum of Rs.5,00,000 mentioned in the Indenture dated the 1st April 1943) towards working Capital to be placed at the credit of the Borrower, by advancing in stages according to the progress of work and on the application of the Borrower, the Borrower hereby agrees and covenants with the Government that the Borrower will pay to the Government the amount advanced towards the Capital Expenditure together with interest thereon at three per cent per annum, in five equal annual instalments, the first instalment falling due at the end of twenty four months from the date of disbursement of the first instalment of the laan and that the borrower will repay to the Government the entire sum of or such smaller sum as may have been advanced by the Government towards the working capital, not later than 30th June 1946. Interest at half per cent. more than the Reserve Bank rate, per annum, on the actual monthly outstandings shall be paid once a year.

As security for the amounts thus advanced to the Borrower and for the repayment of the debt due under this Indenture the Borrower doth hereby assign to the Government by way of Second Mortgage all the several chattels, machinery and things or any other property or plan or machinery which the Borrower has constructed or set up or shall hereafter construct- ~~xxxxxx~~ set up within the premises of.... .. and which are fully described in the schedule given under the Deed of Indenture dated the 1st April 1943 under which the First mortgage was created and also in the schedule herein below given.

The Borrower furtner agrees and convenants that all properties moveable and immoveable, in whatever stage or process or wherever situated being assets brought into existence under the agreement referred to shall stand charged to Government by way of second mortgage and that all benefits rights and claims pertaining to the charged properties which shall from time to time accrue to the benefit of the Borrower shall also be similarly charged to Government by way of mortgage as security for repayment of monies advanced by the Government to the Borrower under this Indenture.

The Borrower doth also agree and covenant with the Government as follows:-

a. That he will keep all the said chattels, machinery and things

things hereby mortgaged duly insured against loss or damage by fire or accident, as also in respect of war risks, as may be prescribed under the War Risks Insurance Acts and will make all payments required for such purpose in time and as they become due.

b. The Borrower shall submit to the Government regularly and without default half-yearly statements duly certified by a Registered Accountant or Auditor showing in detail the distribution of the floating assets of the concern according to the books of accounts.

c. If the Borrower shall make default in payment of the aforesaid sums of money or any part thereof or any interest due thereon as stated above, as and when they become due and payable, or in the due performance of the covenants contained herein, then it shall be lawful for the Government to claim repayments of the sum due under this Indenture either in instalments or in one lump sum, and the Government may after giving not less than thirty days' notice to the Borrower, take possession of the said plant and machinery and assets described in the schedule hereto and which are charged under this indenture unless the amounts due are sooner paid, or unless the Government for reasons shown grants time for payment, and the Government shall, after taking such possession, be entitled to sell all or any portion of the same by public auction after giving not less than 15 days' notice to the Borrower and to appropriate the sale proceeds towards any amounts due and outstanding under this indenture and to recover from the Borrower the balance still due, if any.

d. The Borrower hereby covenants with the Government that he has a perfect title to mortgage the said chattels, machinery and things in favour of the Government and that there are no encumbrances, charges claims, demands, etc., of whatsoever description or nature to, in, or over, and

The Borrower hereby further covenants with the Government that he will do not act in the way of creating encumbrances or otherwise which may detrimentally affect his full and perfect title to the properties which shall stand charged as security for the loan and advance under clauses 2, 3 and 4. 4 above.

e. Notwithstanding anything contained herein, the Borrower shall have the right to repay to the Government the entire amount due under both the heads of advance either in one lumpsum or in fewer instalments than those stipulated herein.

Notwithstanding anything contained herein, the Government shall be entitled to recover all the amounts due hereunder or any portion thereof as if it were an arrear of land revenue.

AND FURTHER all the provisions and the terms of the agreements dated the 18th March 1943 and the latter one dated and the Indenture dated the 1st April 1943, executed by the parties shall extnd and be applicable to this Indenture and continue to be binding on the parties. and further the properties detailed in the schedule to the aforesaid Indenture dated the 1st April 1943 and also mentioned herein under the schedule, shall stand charged and be a further security for the amounts due by the Borrower to the Government under this Indenture.

IN WITNESS WHEREOF The Borrower has set his hand the day and year first above written.

Schedule.

***

for chief Secretary to Govt

Appendix F. G.—1]

SUBJECT.....

.....

.....

Section Seri

File No. 30-43.

Serial No. 3.

Diary No. of letter replied to.....

No. D 5

To

The S.O., S.F.E. Scheme.

General and Revenue Secretariat

( )

the *194* .

Sir,

I am directed to state that

Date of issue..... 28/9/42

the private Filatine Companies partici-

pating in the Filatine Expansion Scheme

Signed by.... D S

have executed agreements & indentures

in accordance with

~~according to~~ the terms of the contract

previously agreed upon. Advances to be

made to the Filatines towards capital

expenditure & working capital ~~advances were~~

according to the then existing orders were

Rs 700/- & Rs 1000/- per basin reply

List of enclosures.....

and the Manufacturing charge was

Rs 3/- per lb.

Copied by.....

~~The~~ Advances towards

working capital & capital expenditure

Examined by.....

have been revised to Rs 1,600/- & Rs 1000/-

per basin reply

WD 04161—GPB—60,000—24-10-41

P.T.O

with the manufacturing charge has also been fixed at Rs 6/- per lb. (vide Govt. No. D 664-7/Seri 96-43-32 dt 25.7.44) It is therefore necessary to get revised agreements & indentures executed by the private Filature companies so as to conform to the present terms of the contract as revised.

I send herewith draft forms revised copies of agreement and indenture for verification & taking necessary action for having them executed by the Filatures, if you consider that no change alterations are necessary in the forms enclosed. ~~The negotiation charges have to be recovered from the Companies.~~ The matter may please be treated as urgent.

15/9/44
for chief Secy. to Govt.

Memo 5957 23545

Copy is forwarded to the Collector to Govt. for information.

15/9/44
for chief Secy.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

S.R.1887
S.I.14-44-1.

General and Revenue Secretariat,

Dated, Bangalore 14th December *1944*.

NOTIFICATION.

In exercise of the powers conferred by Clause (a) of Section 9 of the Mysore Stamp Act II of 1900 as amended from time to time, the Government of His Highness the Maharaja of Mysore are pleased to ~~remark~~ remit the stamp duty leviable on 145 revised documents to be executed by the Mysore Spun Silk Mills Ltd., the Mysore Silk Filatures Ltd., and the Vellum Parachute Silk Co.Ltd., in accordance with G.O.No.D.664-7/Seri.96-43-32 dated 25th July 1944.

By Order,

for Financial Secretary to Government.

To.-

The Compiler, Mysore Gazette, for publication.

Copy to I & C Branch

I am ~~directed~~ desired to
invite reference to this office
letter No. D 56 / Seri 30-43-3
dt 23.9.44 re: execution of
agreement by the private
Silahis companies & to request
you kindly to intimate the
action taken by you for getting
the documents executed.

Yours faithfully
20/11

To the S.D.O. (by name)

20/11

Re S. O. S. T. E. Scheme (by name)

I am desired to invite Ref[ee] to this
letter No. DSE/Sec 30-43-3 dated
[illegible]-44 and to reminder D 3382 dated
8-2-11-44 [illegible] execution of agreement
by the Private Tuitions companies and
subsequent you kindly to intimate the
action taken by you for getting the
documents executed.

Yours sincerely.

A 647 _
20.12.44

Office of the Special Officer,
Filature Expansion Scheme,
"Jaya Vilas", Vani Vilas Road,
Basavangudi P.O., 11th Decr. 1944.

To

V. Vedavyasacharya, Esq., B.A.,
Chief Secretary to the Government of Mysore,
Bangalore.

Sir,

With reference to your letter No. D. 56 dated 23rd September 1944 re. the execution of the revised agreement and indenture by private filatures, have the honour to note below a few points for the consideration and orders of Government before taking final action in the matter.

1. The Registered Office of Messrs. Vellum Parachute Silk Co.,Ltd., is now at Goribidnur and not at "Manickavelu Mansion", Palace Road, Bangalore, a shown in the draft agreement ~~(vide copy of letter No. dated received from the Company herein enclosed)~~. Necessary corrections will be made accordingly both in the agreement and indenture.

2. Clause 2 (e) of the agreement.

The date-1st July 1943-from which this clause has effect will be speci according to letter No. D.3613(1)Sevl 46-43-43 dated 2-12-44. received from Government.

3. From the experience gained during the last one year and over, it is found that certain new clauses which are not found in the old agreement hav to be included specifically in the new agreement as explained below:-

(a) According to the existing clause 4 (b) of the indenture and clause (14) of the agreement, the borrower shall submit to the Government regularl and without default half yearly statement duly certified by a Registered Accountant or Auditor showing in detail the distribution of floating assets of the concern according to the books of accounts and the Company should af facilities to the Officers deputed by the First Party to inspect the progre of work etc. and shall furnish such accounts returns and other information as may be required by Government in connection with the due and proper fulf ment of the contraqt under the terms of the agreement. In order to verify the correctness of the advances claimed by the Company towards capital expe -ture and working capital the floating liabilities and capital expenditure should also be intimated in addition to floating assets and the statement s also be furnished monthly or whenever bills are sent. A copy of the audite half yearly or yearly balance sheet, and trading, and profit and loss accou is also necessary. The accounts of the Company and the original vouchers h also to be verified occasionally where a dbout is felt about the correctnes the claims. I therefore suggest that the clause 4 (b) of the indenture may slightly modified as below:-

> " The borrower shall submit to the Government along with bills for advances statements showing the capital expenditure actually incurr and booked in his accounts, the floating assets and liabilities and the actual working and fixed capital; the half yearly or yearly balance sheet and profit and loss account of the borrower duly cert: fied by a registered Accountant or Auditor should also be furnished immediately after the accounts are closed and audited. The amounts claimed and the figures shown in the accounts and returns may also verified by an Officer of the Government with the original records and vouchers whenever a douht is felt regarding the correctness of claims. A half yearly detailed inventory of the assets held by him and mortgaged to Government duly verified and certified to be corre and in good condition should also be furnished to Government. This inventory of the assets may also be verified by an Officer of Gover ment at any time."

(b) Kind reference is invited to my letter No. 291 dated 9-10-44 regarding certain slight modifications that are necessary in the agreement executed by the Mysore Silk Filatures, Ltd. so as to saf guard the advances

nces granted to the Company towards capital expenditure and working tal.

. On receipt of orders of Government on the points noted above, neces- action will be taken to get the revised agreement executed duly modified.

I have the honour to be,
Sir,
Your most obedient servant,

Special Officer.

14.12

Appendix F. G.—1]

SUBJECT Agreements and indentures to be executed by the Private Firms

Section Seri
File No. 30-43
Serial No. 8

Diary No. of letter replied to

No. 16674/

General and Revenue Secretariat

( )

the 194 .

To.

The SE officer,
PWDs, Dhone

Date of issue 14-4-1945

Sir,

Signed by Mr. T. S.

With reference (the correspondence ending with) your letter No. A 647 d. 20/1/45 on the above subject, I am directed to state that Govt. do not consider that any further modifications in the terms of the agreement as suggested by you are necessary and to request you to proceed at once with the execution of the agreements and indentures, as per your letter No. D 56/Seri 30-43-3 d 23/9/44 from this office and submit a report, with intimation thereof.

List of enclosures

Copied by

Examined by

By order etc

Asst Sec to Govt

WD 0741—GPH—15,00.—80 10-44

Telegrams: "FILEX"
Telephone: 2256.

Fcri 30-43-9

GOVERNMENT OF MYSORE.

DEPARTMENT OF SERICULTURE.

80/F

Mr. K. SHAMSUDDIN KHAN, B.A.,
Special Officer.

OFFICE OF THE SPECIAL OFFICER,
SILK FILATURE EXPANSION SCHEME IN MYSORE,
"JAYA VILAS" VANI VILAS ROAD.

Basavangudi P. O. dated .....25th June..... *194* 5.

Dear Mr. Mallaradhya,

Revised agreements to be executed by private Filature Interests.

I have been asked by Government to obtain revised agreements incorporating certain changes as sent with your letter No. D. 56 dated 23rd Sept 44 I had requested the Filature Interests to send revised agreements. On Saturday the 23rd instant while I was discussing with the Minister certain matters, I referred to this also when the Minister suggested that as the contracts are going to be terminated by 31st August 1945, this question does not arise. I request approval of Government for dropping the matter.

Yours sincerely,

J.B.Mallaradhya, Esq.,M.A.,
Additional Secretary to the
Government of Mysore,
Bangalore.

Appendix F. G.—1]

SUBJECT Revised agreement- to be entered by the Private Estates Concern

Section Gen
File No. 30-43
Serial No. 10

Diary No. of letter replied to.....

No. D 337

General and Revenue Secretriat

( )

the 194 .

To

Dear Sir,

With reference to D. O. letter No. E 1000 dated on the subject- mention above, I am desired to ~~request~~ request you to be so good as to forward ~~the~~ ~~note~~ ~~enclosing~~ the details discussions and the orders of the Minister. + ~~the matter~~.

Yours.

Date of issue 10/7/45

Signed by

List of enclosures.....

Copied by.....

Examined by.....

To 6/7/45 (70 Addl Sgs to-
The Spl Officer, STES (By
Flow.

WD 0744—GPB—15,000—30-10-44

VI G. 7]

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

GENERAL AND REVENUE SECRETARIAT.

No. 373 Sec I, dated the 7/6/ 194 5.

To

The Special officer.
S. 958. Bangalore

SUBJECT

Report regarding the agreements to be executed by the private filatures to State.

SIR,

I am directed to invite attention to the marginally noted communication and to request that the Government of His Highness the Maharaja may be informed, in the column opposite, of the cause of delay in furnishing a reply and of the approximate date on which reply may be expected.

*No. 6876 dated 14 4/45

I am also to request that the reply to this reminder may be sent ~~not later than the~~ urgently.

I have, etc.,

B. Venkatakrishnaiah
for Addl. Secretary to Government,
Devt. Department.

REPLY.

No. , dated the 21st June 194 5

From

The Special Officer,
Filature Expansion Scheme,
BANGALORE.

To

The Additional Secretary to the Government of H. H. the Maharaja of Mysore,

.....Development....Department. BANGALORE.

E. 986
22/6/45

Subject

Agreements to be executed by the private filatures.

Sir,

I have the honour to state that copies of the revised agreement and indenture have been sent to the private filature interests for executing the same on necessary stamp paper.

I have the honour to be,
Sir,
Your most obedient servant,

Special Officer.

YNS.

GOVERNMENT OF MYSORE

ARTMENT OF SERICULTURE.

Mr. K. SHAMSUDDIN KHAN, B.A.,
Special Officer.

Office of the Special Officer,
Silk Filature Expansion Scheme in Mysore,
"Jaya Vilas", Vani Vilas Road,
Basavangudi P. O. dated 23-7-1945.

Dear Mr. Mallaradhya,

Sub: Revised Agreement to be executed by the private filature Concerns.

With reference to your letter No.D.337/Seri.30-43-10 dated 10-7-45 I write to state that in view of altered conditions, namely, termination of the existing contract with the Filatures, obtaining revised agreements from the filatures incorporating certain additions, does not appear to be necessary. I therefore request approval for dropping the matter.

Yours sincerely,

J. B. Mallaradhya, Esq., M.A.,
Additional Secretary to Government,
BANGALORE.

To, The Spl Officer, SIIB
Bhopal

Sir,

Sub: Revised agreement to be executed by the private Parties Concerns.

With ref. to Corr. ending with your letter No. E 147 d 24/7/15 on the subject mentioned above I am directed to state that in view of the Private Parties Concerns owe large sums to govt it is considered

it through contract be terminated in effect from 8.15, the tract will have e effective l all the ances made the several parties

It is therefore considered
~~the~~ necessary and desirable
to continue the Contract ~~with~~
with necessary revisions. to
with many. I am to
request you therefore to
necessary
be so good as to take ~~such~~ act
~~necessary~~
immediately for revision
of the Agreement and
Indenture with the ~~Contract~~
Filatures participating in the Exp
I have the
honour
to be
Sir
Your Most Obedient
Humble Servant

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

General and Revenue Secretariat,

O. D 1748 Jsk

Dated, Bangalore 194

14th September 5

ROM

The Secretary to the Government of His Highness
Additional / *the Maharaja of Mysore.*

O

The Special Officer,
Silk Filature Expansion Scheme,
BANGALORE.

R,

Sir,

Subject:- Revised agreements to be executed by the Private filature Concerns.

With reference to correspondence ending with your letter No.E.147 dated 24th July 1945 on the subject mentioned above, I am directed to state that though the contract may be terminated with effect from 31-8-1945, the contract will have to be effective till all the advances made to the several - - filatures are repaid.

It is, therefore, considered necessary and desirable to continue the contract with them with necessary revisions. I am to request you, therefore, to be so good as to take necessary action immediately for revision by the Agreement and Indenture with the Filatures participating in the - Expansion Scheme.

I have the honour to be,
Sir,
Your most obedient servant,

For Additional Secretary to Govt.

Jsk.

March , one thousand nine hundred and forty three/ between the Government of His Highness the Maharaja of Mysore represented by the Secretary to Government, Development Department, hereinafter called the First Party, and ~~Messrs.~~ Vellum Parachute Silk Company, Limited, having its registered office at Manikkavelu Mansion, Palace Road, Bangalore City, represented by its President, Mr. V. Sundara Murthi, hereinafter called the Second Party/.

WHEREAS
~~Whereas~~ the First Party at the request of the Government of India desires to secure the production of filature silk and whereas the Second Party has undertaken to erect five hundred basins for the production of silk of the required quality, NOW THESE PRESENTS WITNESS ~~it is hereby mutually agreed~~ that the parties have agreed in manner following, that is to say:- ~~by and between the parties hereto as follows:-~~

(1) This agreement shall ~~extend to~~ remain in force for a period of three years from the date on which 30 per cent of the basins which are being put up by the Government of Mysore for the Government of India come into operation or from 1st July 1943, whichever is earlier. The first party ~~has~~ shall have the option to purchase the silk produced by the Second Party before the date of commencement of the contract at the contract rate as indicated infra.

(2) The Second Party agrees to instal five hundred basins, produce silk 28/32 denier "D" grade or finer counts ranging between 20 and 28 denier, according to the requirements of the Government of India and supply thw entire output of such silk to the First Party.

The First Party shall also have the option of buying over from the second Party silk which is not upto standard, provided that this 'sub-standard' silk is required by the Government of India for meeting their own requirements or those of the Ministry of supply in the United Kingdom and is required for war purposes.

As the grading of silk can be done only some time after the proposed silk conditioning and Testing House in Mysore comes into full working condition, the silk produced will, for the present, be accepted on the strength of the test certificates signed by the silk Testing Officer of the Mysore Government and by the Testing Officer of the Government of India. Suitable provision will be made for settling differences of opinion, if any, which might arise between these two Officers. The Government of India, who are the ultimate purchasers, will have the final right of acceptance or rejection ofthe silk.

(3) The First party agrees to buy the output of silk referred to in clause (2) above, produced by the Second party, the basic price being fixed per lb., of 28/32 denier 'D' grade silk and prices being adjusted at the rate of one anna more per lb. per denier for silk of finer counts. The sub-standard silk so taken over by the First Party will be paid for at prices to be fixed by the Government of Mysore in connection with the scheme of cocoon price control.

The basic price of a lb. of 28/32 denier 'D' grade silk will be fixed as below:--

(a) Cost of 18 lbs. of green cocoons (superior quality) at ten annas per lb. plus suitable price adjustment in relatic to the variation in the cost of living index figure from the basic figure in November 1941,

plus (b) manufacturing charges at a flat rate of Rs.3/- per lb. inclusive of dearness allowance and war risks insurance premia at the present level and subject to adjustment upwards o downwards in relation to any variation in the rate of dearness allowance or war risks insurance premia, provided however (i) any increase in the rate of dearness allowance shall be subject the approval of the Government of Mysore and (ii) that the flat rate shall not be less than Rs.2-8-0 per lb.

plus (c) profit at a fixed rate of Rs.1-6-0 per lb.

Until the control is effected, the basic price per lb. for 28/32 denier 'D' grade silk will be suitably increased so as to allow for the difference between the basic price fixed for a lb of green cocoons and the actual price paid. That is, the price of silk will be recomputed on the ~~same~~ basis ~~as~~ indicated above but taking the cost of cocoons at the actual prices paid ^therefor instea of at the basic price of cocoons at which it is proposed to eff control.

(4) The First Party ~~will~~ ^shall pay ^to the Second Party on delive the price as ~~agreed to~~ ^set out in clause (3) above for the goods to be supplied at the Silk Testing and Conditioning House, in packages fit for being put on rails.

For silk taken over from the Second Party, the First Party ^shall

ficate of the Silk Testing Officer of the Government of India, who will take delivery of the silk after testing.

(5) The First Party agrees to lend the Second Party half the actual cost incurred by the Second Party for machinery, buildings, equipment and other capital expenditure, subject to a maximum calculated at half the cost per basin incurred by the Government of Mysore for the same items in respect of basins put up by them on behalf of the Government of India. This amount will be advanced in stages according to the progress of work on the application of the Second Party. The loan will carry interest at 3 per cent per annum and shall be repayable in five equal annual instalments, the first instalment falling due at the end of twenty-four months from the date of disbursement of the first instalment of the loan.

(6) The First Party agrees to provide the Second Party with the required working capital subject to the maximum of Rs.1,000 per basin. This advance ~~shall~~ will carry interest at half per cent more than the Reserve Bank rate. The entire advance towards the working capital shall be finally and fully adjusted not later than the date of the termination of the contract.

(7) The First Party ~~will~~ shall make an outright grant to the Second Party on the following scale as a contribution towards the cost of training labour and supervisory staff.

Maximum number to be trained.	Stipends or wages.	Grants towards reimbursement of loss.
	Rs.	Rs.
1. 1(Supervisory staff) for every 100 basins.	120/-	45/- per head
2. 1 Supervisor for every 10 basins.	60/-	45/- per head
3. 2.1/2 Operatives for every basin.	59/-	45/-(Total fo 2½ people

(8) The First Party shall arrange to get for the Second Party reasonable assistance for obtaining necessary material machinery, tools and motors by securing priority certificate for transport facilities over railways, by authorising the i of controlled materials and by requisitioning, in extreme cases, of items which it has become impossible to secure by other methods. While arranging for facilities as mentioned above, the normal practice for the supply of controlled good obtaining in the Supply Department of the Government of Indi will be followed.

(9) To secure the performance and fulfilment of the term and conditions of this agreement, the Second Party undertake to charge the properties, inclusive of the assets - both fi and floating - and goods, finished or in process, mentioned the Schedule within hereunder, being the assets which shall be brou into existence under this contract and for all the sums that fall due to the First Party under this agreement.

(10) The Second Party agrees that the First Party, in additon to the First Party's rights to recover the money due under this agreement from the Second Party according to the ordinary me open to private parties, shall be entitled to recover the sai as arrears of land revenue by proceeding against the charged properties under the Mysore Land Revenue Code.

(11) The First party agrees to take steps to control the prices of Cocoons and take such measures as may be necessary effectively to prevent competition for purchase of Cocoons b reval concerns or interests in the area or areas allotted to the Second Party.

(12) Any disputes ~~arising under this agreement~~ shall be referred to arbitration ~~by an arbitrator~~ of three arbitrators appointed ~~with the mutual consent of both the parties.~~ ~~The decision of such arbitration shall be final.~~

(13) The rights accruing under ~~the~~ agreement to the Second Party are non-transferable without the consent of the First Party.

(14) The Second Party agrees to provide facilities to the Officers deputed by the First Party to inspect the progress of work, etc., in the factories of the Second Party and to furnish such accounts, returns and other information as may be required by the First Party in connection with the due and proper fulfilment of the contract under the terms of ~~the~~ agreement.

(15) The First Party ~~will~~ be at liberty to terminate the contract at ~~its~~ option, if the Second Party wilfully and without sufficient cause fails to perform ~~its~~ part of the contract. The First Party shall also have the right on such default to take steps to recover the full amount due from the Second Party as well as assessable damages representing the proportionate training grant referred to in clause (7) above, which becomes refundable on failure to fulfil the contract.

vantapur Filature - 84 basins.
angalore Taluk)

1) 3 acres of land out of Survey No.175 of Kethamaranhalli Village, Bangalore Taluk bought from Manickavelu Limited, as per Sale Deed dated 10th February 1943 and registered as No.2940 in Volume No.619 pages 104-108 on 20th Febry'43 in the office of Sub-Registrar, Bangalore Taluk.

(2) The Reeling Shed, stifling room, boiler room, workshop, offic and two rooms for storing cocoons etc., situated on the above land.

(3) The Administrative block of building situated on the above land and any other building that may be put up on the above land.

(4) The well that is being sunk for water supply in the above land.

(5) The 84 Filature basins that will be installed in the reeling shed, the boiler, pumping outfit, water supply arrangement electric installation and motors, cocoon racks, stifling chamber and all other plant, machinery and equipment that will be used in the above filature.

oribidnur Filature - 416 basins.

(1) All that piece or parcel of land and buildings and tenements s tanding thereon and hereditaments, the godowns, bungalo factory houses, railway sidings, out-houses, out-offices and other structures commonly known as the properties of the Goribidnur Sugar Factory, the grounds whereof are com p rised firstly of several survey Nos. in the Devarahosah Village of Goribidnur Hobli, Goribidnur Taluk, Kolar District, enumerated below, viz., Survey Nos.1 to 13 both inclusive. Dry - total extent 49 acres. Assessment Rs.47/4/0.

Secondly, the several surveys in the Karikalhalli village, Goribidnur Hobli, Goribidnur Taluk, Kolar District enume ted below:

	Survey No.	Ac. Guntas.	Assessmen
Garden	14	1 - 37	Rs. 5 12
Dry	15	0 - 21	Rs. 0 8
Garden	16	0 - 34	Rs. 4 8
Garden	18	0 - 8	Rs. 1 8
Dry	13	0 - 31	Rs. 0 12
		4 - 11	Rs.13 0

All the above having been bought from Messrs. Manickavelu Limited as per sale deed dated 10th March '43 and registered as

No.77/42-43 in Book No.1 Vol.68 pages 137-147 on 15th March'43 the District Registrar, Bangalore District, Bangalore.

(2) The 416 Filature basins that will be installed in the above buildings, the boiler, pumping outfit, water supply arrangements, electric installation and motors, cocoon racks, stifling chamber and all other plant, machinery and equipment that will be used in the above filature.

(3) All buildings that may be put up on the above lands for the purposes of the Filature.

All the stock of goods and component parts (cocoons, silk and bye-products) whether in existence or in the process of manufacture and all articles manufactured therefrom which now or hereafter from time to time shall be brought into, stored or be in or about the above two filatures, godowns or premises (including any such goods in course of transit or delivery).

IN WITNESS WHEREOF the parties have hereunto set their hands the year & date aforesaid.

Sd/- V. Vedavyasacharya,
18-3-43
Secretary to Government,
Development Department.

SIGNATURE OF THE FIRST PARTY.

Sd/- V. Sundaramurthy, 18-3-43.
President, The Vellum Parachute
Silk Company Limited, Bangalore.

SIGNATURE OF THE SECOND PARTY.

the presence of Witnesses.

1) H. S. Govinda Rao,
Special Officer, Silk Filature Expansion Scheme in Mysore.

2) T. Shamanna, 18-3-43
Assistant Secretary to Government.

It examined & found correct.
Asst. Secretary to Govt.

All alterations &c. made herein are done with permission & should be regarded as cancelled. C.C. 23-4

THIS INDENTURE made (the First day of April one thou Nin'e hundred and forty three) between the GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE represented by the Secretary to Government, Development Department, hereinafter called the Government, of the First Part and MESSRS. VELLUM PARACHUTE SILK Co., Limited having its registered office at Manickavelu Mansion Palace Road, Bangalore City and represented by its President, Mr. V. Sundaramurthy, hereinafter called the Borrower, which expression shall include the successors in interest, representa and assigns of the Company of the Second Part.

Whereas the Government, at the request of the Government of India, desires to secure the production of filature silk and whereas the Borrower has undertaken to erect 500 basins for the production of silk of the required quality as per detailed term and conditions contained in the Deed of Agreement dated 18-3-19 made between the Government and the Borrower; and whereas the Borrower as per terms and conditions of the agreement has requested the Government to grant it a loan of Rs.3,50,000/- (Rupees three lakhs fifty thousand only) towards the Capital Expenditure and Rs.5 lakhs (Rupees five lakhs only) towards the Working Capital for the purpose of starting and working silk filature basins in all and in pursuance of the Government Order No. 5378-83/Seri. 143-41-12 dated the 17th February 1943, the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

In consideration of the said sum of Rs.3,50,000/- (Rupees Three lakhs fifty thousand only) towards Capital Expenditure an of Rs.5,00,000/- (Rupees Five lakhs only) towards Working Capit to be placed at the credit of the Borrower by advancing in sta according to the progress of work and on the application of the Borrower, the Borrower hereby agrees and covenants with the Government that the Borrower will repay to the Government the

with interest thereon at three per cent per annum, in five equ
annual instalments, the first instalment falling due at the end
of twenty four months from the date of disbursement of the fir
instalment of the loan, and that the Borrower will ~~wx~~ repay to
Government the entire sum of Rupees Five lakhs only or such
smaller sum as may have been advanced by the Government toward
the working capital, not later than 30th June 1946. Interest
half per cent more than the Reserve Bank rate, per annum, on t
actual monthly outstandings shall be paid once a year.

2. As security for the amounts advanced as aforesaid to th
Borrower and for the repayment of the debt due under this
indenture, the Borrower doth hereby assign to the Government b
way of FIRST MORTGAGE all the several chattels, machinery and
things or any other property or plant or machinery which the
Borrower shall construct or set up within the said premises ar
which is more fully detailed in the schedule hereunder.

3. The Borrower hereby agrees and covenants with the Gover
ment that the security hereby created shall operate as and by
of first charge on all plant and machinery and assets, moveabl
immoveable, which are or may br brought into existence either
directly or indirectly under the agreement dated 18-3-1943
referred to above.

4. The Borrower agrees and covenants that all its properti
moveable and immoveable, in whatever stage or process, or wher
situated being assets brought into existence under the agreeme
referred in this indenture shall stand charged to Government b
way of first mortgage, and that all benefits, rights, and clai
pertaining to the charged properties which shall from time to
accrue to the benefit of the Borrower shall also be similarly
charged to Government by way of first mortgage as security for
the repayment of monies which may be advanced by Government to

3. The Borrower doth also agree and covenant with the Governm as follows:-

(a) That he will keep all the said chattels, machinery and things hereby mortgaged duly insured against loss or damage by fire or accident, as also in respect of war risks, as may be pre scribed under the War Risks Insurance Acts and will make all payments required for such purpose in time and as they become due.

(b) The Borrower shall submit to the Government regularly and without default half-yearly statements duly certified by a Registered Accountant or Auditor showing in detail the distribution of the floating assets of the concern according to the books of accounts.

(c) If the Borrower shall make default in payment of the aforesaid sums of money or any part thereof or any interest due thereon as stated above, as and when they become due and payable, or in the due performance of any of the covenants contained herei then it shall be lawful for the Government to claim repayments of the sum due under this indenture either in instalments or in one lump sum, and the Government may after giving not less than thirt days' notice to the Borrower, take possession of the said plant and machinery and assets described in the schedule hereto and which are charged under this indenture, unless the amounts due are sooner paid, or unless the Government for reasons shown grant time for payment, and the Government shall, after taking such possession, be entitled to sell all or any portion of the same by public auction after giving not less than 15days' notice to the Borrower and to appropriate the sale proceeds towards any amounts due and outstanding under this indenture and to recover from the Borrower the balance still due, if any.

(d) The Borrower hereby covenants with the Government that he has a perfect title to mortgage the said chattels, machinery and things in favour of the Government and that there are no encumbrances, charges, claims, demands, etc., of whatsoever description or nature to, in, or over, and

The Borrower hereby convenants with the Government that h will do no act in the way of creating encumbrances or otherwis which may detrimentally affect his full and perfect title to t properties which shall stand charged as security for the loan and advance under clauses 2, 3 and 4 above.

(e) Notwithstanding anything contained herein, the Borrow shall have the right to repay to the Government the entire amo due under both the heads of advance either in one lumpsum or i fewer instalments than those stipulated herein.

5. Notwithstanding anything contained herein, the Government shall be entitled to recover all the amounts due hereunder or portion thereof as if it were an arrear of land revenue.

IN WITNESS WHEREOF the Borrower has set his hand the day and year first above written.

Sd/- V. Sundaramurthy.
PRESIDENT.

Vellum Parachute Silk Co., Ltd.,
SIGNATURE OF BORROWER.

S C H E D U L E.

Yesvantapur Filature - 84 basins.
Bangalore Taluk)

.) 3 acres of land out of Survey No.175 of Kethamaranhalli Vi: Bangalore Taluk bought from Manickavelu Limited, as per Sale Deed dated 10th February 1943 and registered as No.29- in Volume No.619 pages 104-108 on 20th February 1943 in th Office of the Sub-Registrar, Bangalore Taluk

:) The reeling shed, stifling room, boiler room, workshop, Office and two rooms for storing cocoons etc., situated on the above land.

i) The administrative block of buildings situated on the abov land and any other buildings that may be put up on the abo land.

:) The well that is being sunk for water supply in the above l

shed, the boiler, pumping outfit, water supply arrangements, electric installation and motors, cocoon racks, stifling cha and all other plant, machinery and equipment that will be us in the above filature.

Goribidnur Filature - 416 basins.

1) All that piece or parcel of land and buildings and tenements standing thereon and hereditaments, the godowns, bungalows, factory houses, railway sidings, out-houses, out-offices and other structures commonly known as the properties of the Goribid Sugar Factory, the grounds whereof are comprised firstly of several survey Nos. in the Devarahosahalli Village of Goribi Hobli, Goribidnut Taluk, Kolar District, enumerated below, v Survey Nos. 1 to 18 both inclusive, Dry total extent 49 acre Assessment Rs.47.4.0

Secondly, the several survey Nos.in the Karikalhalli Village Goribidnur Hobli, Goribidnur Taluk, Kolar District enumerate below:

	Survey No.	Ac. Guntas.	Assessment. Rs. As. Ps.
Garden	14	1 - 37	5 12 0
Dry	15	0 - 21	0 8 0
Garden	16	0 - 34	4 8 0
Garden	18	0 - 8	1 8 0
Dry.	13	0 - 31	0 12 0
		4 - 11	13 0 0

All the above having been bought from Messrs.Manickavelu Lim as per sale deed dated 10th March 1943 and registered as No.77/4 in Book No.1 Vol.68 pages 137-147 on 15th March 1943 by the District Registrar, Bangalore District,Bangalore.

2) The 416 Filature basins that will be installed in the abo buildings, the boiler, pumping outfit, water supply arran ments, electric installation and motors, cocoon racks stifling chamber and all other plant, machinery and equip ment that will be used in the above filature.

3) All buildings that may be put up on the above lands for the purposes of the filature.

All the stock of goods and component parts (cocoons, silk and bye products) whether in existence or in the process of manufacture and all articles manufactured therefrom which now or hereafter from time to time shall be brought into, stored, or be in or abo the above two filatures, godowns or premises (including any such goods in course of transit or deliver).

Sd. V. Sundaramurthy,
President,
Vellum Parachute Silk Company Ltd., 1.4

Signature of the Borrower.

In the Presence of Witnesses.

1. H.S. Govinda Rao,Special Officer, Silk Filature Expansion S(

2. T.Shamanna, Assistant Secretary to Government.

1.4.1943.

" "

AGREEMENT MADE THIS
between the Government of His Highness the Maharaja of Mysore repr
by the Chief Secretary to Government, hereinafter called the First
and Vellum Parachute Silk Company, Limited, having its registered
at Manickavelu Mansion, Palace Road, Bangalore City, represented b
President Mr.V.Sundara Murthi, hereinafter called the Second Party.

WHEREAS the second party has requested the First Party to enh
the working capital agreed to be given by the First Party to the 2
Party, and to revise the manufacturing charges for Silk agreed t
the parties, in the agreement executed between the parties on 18th
1943, and as the level of prices has steadily increased since 18th
March 1943 the parties after arriving at a settlement between them
have agreed to the enhancement of the working capital and to the r
sion of manufacturing charges, mentioned in the aforesaid agreemen
the 18th March 1943, to the extent and under the terms and conditi
mentioned hereunder.

NOW THESE PRESENTS TO WITNESSETH:

(1) THAT the 1st party agrees to provide to the 2nd party witl
the working capital, subject to the maximum of Rs.1,600 per basin,
instead of Rs.1,000 per basin as agreed to by the parties in the
agreement dated the 18th March 1943.

(2)(a) THAT the 2nd party be paid manufacturing charges at Rs.
per lb for all silk supplied from July 1943 to the end of June 194

(b) THAT the same rate be paid to the 2nd party Provisional
from 1st July 1944 to the end of December 1944 subject to final
adjustment on the basis of costing of an average filature after exa
ing the figures for the period.

(c) AND THAT the manufacturing cost be revised similarly at
monthly intervals thereafter on the basis of costing of an average
filature;

(d) THAT the above rate be held to apply to all filatures
whether they adopt reeling or not;

(e) PROVIDED THAT the price of cocoons for calculating the price
of silk on the standard renditta of 18: 1 be the controlled price
standard quality cocoons prevailing in the month in which the silk
delivered.

(3) THAT clause (b) of the agreement dated the 18th March 194
modified to the extent noted in clauses (2)(c) to 2 (d) of this agr
ment and that clause 2(e) noted above be read along with clause 3(
of the agreement dated the 18th March 1943.

(4) THAT except for the aforesaid changes all the other terms
conditions of the Agreement dated the 18th March 1943 remain unaffe
and continue to be binding on the parties.

(5) IT IS THAT the parties agree to read the agreement executed
between them on 18th March 1943 along with the terms agreed upon by
them and incorporated herein as if the terms of this agreement for
part and parcel of the agreement dated the 18th March 1943.

IN WITNESS WHEREOF

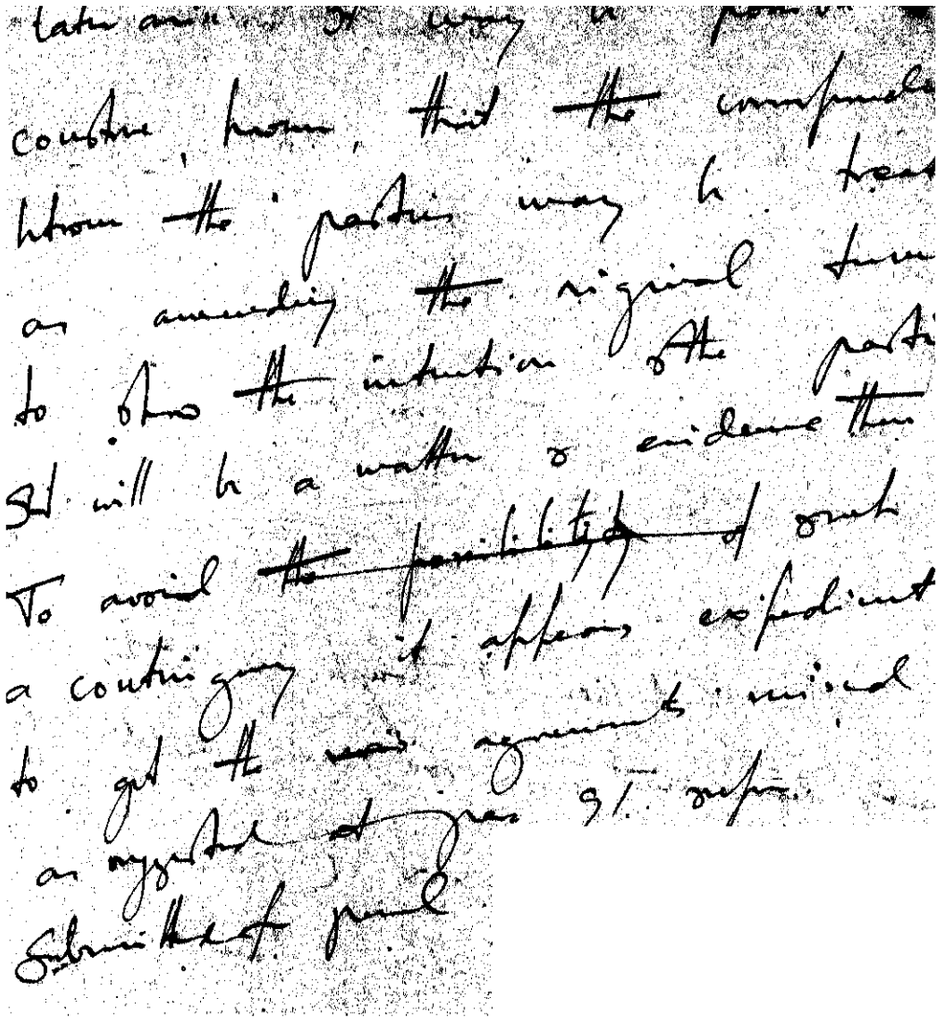
*** Shamanna
for Chief Secretary to Go

Subd.

The point for consideration is
the revised agreement (Ex E1 ; F) has
been made in view of the altered circumstan
-ing termination of the existing contract
the end of August 45. (vide P.U.D.)

An advance has been made at the
revised rate (Rs 1600/-) though in the
original agreement Rs 1000- is mentioned.
clause (5) of the agreement (vide co
fol. Sui 127-42- placed below) provide for
repayment of advance by an annual instalme
and cl (6) provide for repayment of
the unrecovered capital advance & not when
then the termination of the contract.

If the re agreement is not
amended, there is a possibility of the
problem hitherto to the old rate and
referring to refix the extra rate, in the
absence of any specific provision in the re
in the agreement. Under the circumsta
the revised agreement is to get amend
will avoid the complications that may



GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

D.L.5653/ SF 21-42-2 General and Revenue Secretariat,

Dated Bangalore, 22nd April 1943.

D 5482

NOTIFICATION.

In exercise of the powers conferred by Clause (a) f Section 9 of the Mysore Stamp Act II of 1900 as mended from time to time, the Government of His ighness the Maharaja of Mysore are pleased to remit he stamp duty leviable in respect of the documents to be executed by the Mysore Silk Filatures, Ltd., The Mysore Spun Silk Mills, Ltd., and the Vellum Parachute Silk Company, Ltd., for the advances to be drawn by them according to the Silk Filature Expansion Scheme sanctioned in Government Order No.5378-83/Seri. 143-41-12, dated 17th February 1943.

By Order,

C Ramaiah

for Financial Secretary to Government.

To

The Compiler, Mysore Gazette for publication with the request that 10 copies of the notification may be sent to this office.

Agn/12.